

Central CSD      Central Clayton Community EA

7/1/2005    6/30/2007

CENTRAL COMMUNITY SCHOOL DISTRICT  
400 1st STREET N.W. -BOX 70  
ELKADER, IOWA 52043

***CENTRAL COMMUNITY SCHOOL DISTRICT  
ELKADER, IOWA***

***MASTER CONTRACT***

***July 1, 2005 - June 30, 2006***

***July 1, 2006 - June 20, 2007***

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## ARTICLE I

### INTRODUCTION

The Board of Directors of the Central Community School District, hereinafter referred to as the "Employer," recognizes the Central Clayton Community Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time and regular part-time professional employees and specifically as follows:

**INCLUDED:** All classroom teachers, guidance counselors, librarians, and school nurses.

**EXCLUDED:** Superintendents, principals, secretaries, custodians, cooks, bus drivers, teacher aides, and all others excluded by Section Four (4) of the Act.

**DEFINITION OF TERMS:** When used in this Agreement, the following terms shall mean:

1. **EMPLOYER:** The term "Employer," as used in this Agreement, shall mean the Central Community School District or any of its duly authorized representatives.
2. **EMPLOYEE:** The term "Employee," as used in this Agreement, shall mean the professional employees as specifically stated in the Public Employment Relations Board's unit determination dated at Des Moines October 1, 1975.
3. **ASSOCIATION:** The term "Association," as used in this Agreement, shall mean the Central Clayton Community Education Association or any of its duly authorized representatives.
4. **DAYS:** The term "Days," as used in this Agreement, shall mean consecutive school days, except as used within insurance policies agreed to and provided herein. In those instances, the respective policy or policies shall govern the definitions of terms used therein.

## ARTICLE II GRIEVANCE PROCEDURES

### Section I. Definitions

- A. A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- B. An "aggrieved person" is the person or persons or the Association making the complaint.

### Section II. Purpose

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept confidential as may be appropriate at any level of the procedure.

### Section III. Employee and Association Rights

- A. An employee shall be free to adjust individual complaints with the Employer, without Association representation. However, at no time will an Employee be denied Association representation if requested by the Grievant.
- B. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. However, when two or more employees covered by this Agreement have individual grievances arising from the same occurrence or event, such employee shall not have the right, but the Association shall have the right to present such grievances together, as grievant in accordance with these procedures.

### Section IV. Time Limits

- A. The failure of an employee, or the Association, to initiate or appeal a grievance to the next level within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, it will be processed within a maximum of thirty (30) days. School days for the purpose of the grievance procedures shall mean those consecutive contract days of employment of each individual employee. The time limits, however, may be extended by mutual agreement.
- B. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant.

### Section V. Level One

An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and his or her immediate supervisor or principal.

#### Level Two

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing in the form of Grievance Report Form "A" attached hereto and, at a mutually agreeable time, discuss the specific clause or clauses of this Agreement, and shall state the remedy requested. The filing of the formal, written

grievance at the second step must be within ten (10) days from the date of occurrence or the event or from the time the Employee became aware of the event giving rise to the grievance. The Principal or his or her designee shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within seven (7) days after receipt of the grievance. The employee shall acknowledge receipt of a copy of the written decision of the Principal or his or her designee on the grievance report form by the employee's signature.

#### Level Three

In the event the grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) school days of the employee's receipt of the Principal's or his or her designee's written decision at the second step, a copy of the grievance with the Superintendent. Within seven (7) school days after such written grievance is filed, the grievant and the Superintendent or his or her designee shall meet to resolve the grievance. If the grievance is not satisfactorily resolved by such meeting, the Superintendent or his or her designee shall make a decision on the grievance and communicate it in writing to the employee and the Principal or his or her designee, within seven (7) school days at the third step grievance meeting. The employee shall acknowledge receipt of a copy of the written decision of the Superintendent or his or her designee on the grievance report form by the employee's signature.

#### Level Four

If the grievance is not resolved at Step Three, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grievant to the Superintendent within fifteen (15) days of receipt of Step Three written decision of the Superintendent to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said request is made. If the two parties fail to reach agreement on an arbitrator within seven (7) days the American Arbitration Association will be requested to provide a panel of three (3) arbitrators.

Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties. The Arbitrator's fees and expenses shall be borne equally by the Employer and the Association. Any other cost or expense of Arbitration of a grievance shall be borne by the party incurring same.

The Arbitrator, in issuing this opinion, shall not amend modify, nullify, ignore, or add to the provision of this Agreement.

### Section VI.

#### Phase III

The mandatory subjects of bargaining contained in the Phase III plan agreed to by the parties are made a part of the Master Agreement and are subject to the grievance procedure.

GRIEVANCE REPORT FORM "A"  
Central Community Schools, Elkader, Iowa 52043

DATE FILED \_\_\_\_\_ NAME OF GRIEVANT \_\_\_\_\_

DISTRIBUTION OF FORM:

- |                                |   |
|--------------------------------|---|
| 1. _____ Association President | 3. _____ Grievant's Immediate Supervisor    |
| 2. _____ Grievant              | 4. _____ Superintendent or his/her designee |

A. Date alleged violation, misinterpretation or misapplication occurred

\_\_\_\_\_

B. Section(s) of Agreement alleged to have been violated, misinterpreted or misapplied

\_\_\_\_\_

C. Statement of grievance \_\_\_\_\_

\_\_\_\_\_

D. Relief sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature of Grievant

Disposition by immediate Supervisor or Principal

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature of Immediate Supervisor or Principal

\_\_\_\_\_ Date

I, the grievant, received a copy of this decision by the administration at Step II of the grievance procedure this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_ Signature of Grievant

Disposition by the Superintendent or his or her designee at Step III.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature of Superintendent or his or her designee

\_\_\_\_\_ Date

I, the grievant, received a copy of this decision of the administration at Step III of the grievance procedure this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_ Signature of Grievant

ARTICLE III  
DUES CHECK OFF

Members of the Association shall have the right to request in writing and be allowed Association dues check off. Any member may terminate the dues check off by giving thirty days written notice to the employer.

It shall be the responsibility of the Association to inform its members of the procedures for payroll deduction of employee Association dues. Upon receipt of a properly executed authorization card, provided by the employer, the employer will deduct Association dues. The Employer will deduct only Association dues, but not any initiation fees, special assessments, back dues, fines or similar items from the employee's paycheck. Authorization cards for dues deductions must be submitted to the Employer's business agent no later than the end of the fifth school day after the start of the school year.

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten months, beginning in September and ending in June of each year.

The Association agrees to indemnify and hold harmless the Board, each individual board member, and all administrators against any claims, costs, suits, or other forms of liability and all costs, including court costs and attorney fees, arising out of the application of the provisions of this Agreement for the dues deductions.

The employer shall have thirty (30) days from the date of Employee Dues Deduction to remit the same to the Association.



ARTICLE IV  
PAYROLL PAYMENT PERIODS

Upon presentation to the Board of a written authorization from an individual employee by the fifth day of the month prior to the payment of that particular employee's next forthcoming payroll draft, the Board shall deduct from the salary of such employee and make appropriate remittance for annuities and insurances.

Such deductions shall continue throughout the remaining payroll periods during the duration of this Agreement. Any employee may cancel such authorization by notifying the Board in writing not later than sixteen (16) days preceding the next payroll date. Once thus withdrawn, a new authorization for the same deduction shall not be received or honored for the remainder of that contract term.

Date of monthly payment will be on or before the 25th of the month. Employees have the option of receiving ten (10) or twelve (12) equal checks. The decision must be made and reported in writing to the Central Office by the end of the fifth school day after the start of the school year.

# Total Certified Salary Package

	2004-2005	2005 - 2006
Salary schedule cost	1,593,761	1,623,680
Extended contracts	10,791	10,877
SALARY SUBTOTAL	1,604,552	1,634,557
Extracurricular/Supplemental pay	116,509	119,508
TOTAL SALARY WITH SUPPLEMENT	1,721,061	1,754,065
Health/Major Medical/Cafeteria Plan	291,623	319,035
TSA/Cash Option paid by district	105,631	115,464
Dental	10,698	12,744
Other Insurance-LTD	6,097	6,295
Total Insurance	414,049	453,538
Total without FICA/IPERS	2,135,110	2,207,603
FICA on total salary with supplement	131,661	134,186
IPERS on total salary with supplement	98,961	100,859
TOTAL WITH FICA/IPERS	2,365,732	2,442,648
		3.25%

ARTICLE VI  
PROCEDURES FOR RECEIVING CREDIT FOR ADVANCED DEGREE OR  
COLLEGE HOURS  
ON SALARY SCHEDULE AND PLACEMENT ON SALARY SCHEDULE

The Superintendent shall approve semester college hours according to the following guidelines for advancement on the salary schedule, with the following exceptions: All graduate credit hours earned prior to July 1, 1979 from an institution offering a masters program, shall be approved for advancement on the salary schedule. No teacher shall be reduced from their present position on the salary schedule.

1. You are placed on the B.A. + 15 lane if you have at least 15 hours graduate credit.
2. You are placed on the B.A. + 30 lane under the following conditions:
  - A. You have at least 30 hours graduate credit beyond B.A. degree with at least 15 of these in your teaching field, or university approved master's degree program in your current teaching field.
  - B. You have an M.A. degree that is not in your field or area you are contracted to teach.
3. If the teacher earned graduate credits in a particular field while contracted to teach in that field, he/she will keep those hours in his/her field to meet the requirements for the B.A. + 30 lane or higher lanes if involuntarily transferred by the administration to another teaching field. This excludes changes as a result of a voluntary transfer.
4. Teachers will be placed or advanced to the vertical column M.A. + 15 if the teacher meets one of the following options:
  - A. The teacher must have at least 15 graduate hours beyond the M.A. in the subject area the teacher is contracted to teach.
  - B. The teacher has at least 12 graduate hours beyond the M.A. in the subject area the teacher is contracted to teach plus three (3) graduate hours in a related or methods area approved by the Superintendent of Schools.
5. Teachers with masters degrees will be placed on the M.A. column if the degree is in the field for which they are contracted to teach, or if the degree is in the field for which they were contracted to teach before being involuntarily transferred. That degree may be completed after the involuntary transfer if the teacher had been enrolled in the approved program prior to the transfer.
6. If the Superintendent requests that a teacher take certain specified hours or workshops for credit, then those hours shall be applicable to the salary schedule regardless of the number of hours that teacher has previously received credit for and these hours shall not be applicable to the 15 hour limit as stated in item 2A. (These hours will be counted the same as hours in your field.)
7. It is recommended that hours be cleared by the Superintendent to insure the teacher gets proper credit on the salary schedule.
8. Official transcripts of credits must be filed with the Central Office prior to September 15th if a salary schedule reclassification is requested. A contract addendum will be issued.
9. All credit given for college hours shall be hours earned after employment in the Central Community School District and beyond the hours given credit for by the Superintendent at the time of employment.

10. An employee moving horizontally on the schedule will advance only one vertical step the first year and at the regular rate thereafter, regardless of years of prior experience. There shall be no limitations on the number of lanes that may be moved horizontally in any one year.
11. Effective July 1, 2000, employees new to the Central Community School will receive full credit for their teaching and extracurricular experience.
12. In the event the position is identified as hard to fill, or qualified candidates are scarce, the teacher may be employed above the normal step of the salary schedule, not to exceed two (2) steps.
13. Credit may also be given upon the discretion of the Superintendent for experience in trade and industrial activities, service in Peace Corps or Vista, including teaching, military service, and specialized work requiring technical skills and training when this experience is appropriate to the teaching assignment.
14. For employees hired for the 1980-81 school year and subsequent years, placement at initial employment shall not be modified in subsequent years.
15. For purposes of defining a part-time employee, four hours of school responsibility per day shall be considered one-half (1/2) time employment.

## 2005-2006 SALARY SCHEDULE

## EXHIBIT III

YRS	STEP	3 YEAR		BA		BA + 15		BA + 30		MA		MA + 15	
0	1	20,312	0.80	25,390	1.00	26,406	1.04	27,421	1.08	28,437	1.12	29,452	1.16
1	2	21,328	0.84	26,406	1.04	27,421	1.08	28,437	1.12	29,452	1.16	30,468	1.20
2	3	22,343	0.88	27,421	1.08	28,437	1.12	29,452	1.16	30,468	1.20	31,484	1.24
3	4	23,359	0.92	28,437	1.12	29,452	1.16	30,468	1.20	31,484	1.24	32,499	1.28
4	5	24,374	0.96	29,452	1.16	30,468	1.20	31,484	1.24	32,499	1.28	33,515	1.32
5	6	25,390	1.00	30,468	1.20	31,484	1.24	32,499	1.28	33,515	1.32	34,530	1.36
6	7	26,406	1.04	31,484	1.24	32,499	1.28	33,515	1.32	34,530	1.36	35,546	1.40
7	8	27,421	1.08	32,499	1.28	33,515	1.32	34,530	1.36	35,546	1.40	36,562	1.44
8	9	28,437	1.12	33,515	1.32	34,530	1.36	35,546	1.40	36,562	1.44	37,577	1.48
9	10			34,530	1.36	35,546	1.40	36,562	1.44	37,577	1.48	38,593	1.52
10	11			35,546	1.40	36,562	1.44	37,577	1.48	38,593	1.52	39,608	1.56
11	12			36,562	1.44	37,577	1.48	38,593	1.52	39,608	1.56	40,624	1.60
12	13			37,577	1.48	38,593	1.52	39,608	1.56	40,624	1.60	41,640	1.64
13	14					39,608	1.56	40,624	1.60	41,640	1.64	42,655	1.68
14	15							41,640	1.64	42,655	1.68	43,671	1.72
15	16									43,671	1.72	44,686	1.76
16	17									44,686	1.76	45,702	1.80
17	18											46,718	1.84
18	19											47,733	1.88
		SALARY BASE				\$25,390		To be determined					
		MEDICAL INSURANCE				\$875		\$950					
		DENTAL INSURANCE				\$30		\$30					
		OVERALL INCREASE				3.25%		4.00%					

4/6/05

ARTICLE VII  
SUPPLEMENTAL SALARY SCHEDULE

<u>Activity Director</u>	15%
If the activities director has a degree in administration, an evaluator's certificate and is required to evaluate programs and coaches, his or her salary will be based on the MA lane with appropriate years of experience.	
If the activities director does not meet the above qualifications in their entirety, the supplemental salary will be 15% computed on the BA salary track.	
 Baseball	
Head Baseball Coach only (Or)	15.5%
Head Baseball Coach and...	13.5%
Assistant Baseball Coach	9.5%
 Basketball	
Head Basketball Coach (1 boys, 1 girls)	13.5%
Assistant Basketball Coach	9.5%
Junior High Basketball Coach	6%
 Cross Country Track (boys and girls)	
Head Cross Country Coach	9.5%
Junior High Cross Country	4%
 Football	
Head Football Coach	13.5%
Assistant Football Coach	9.5%
Junior High Football Coach	6%
If a combined position (Assistant and Junior High)	9.5%
 Golf	
Golf Coach for both boys and girls (Or)	9.5%
Golf Coach for boys and...	4.75%
Golf Coach for girls	4.75%
Assistant Golf Coach	6%
 Softball	
Head Summer Softball Coach only (Or)	15.5%
Head Summer Softball Coach and...	13.5%
Assistant Summer Softball Coach	9.5%
 Track	
Head Track Coach (1 boys, 1 girls)	9.5%
Assistant Track Coach	6%
Junior High Track Coach (1 boys, 1 girls)	4%
 Volleyball	
Head Volleyball Coach	13.5%
Assistant Volleyball Coach	9.5%
Junior High Volleyball Coach	6%

Wrestling	
Head Wrestling Coach	13.5%
Assistant Wrestling Coach	9.5%
Junior High Wrestling Coach	6%
If a combined position (Assistant and Junior High)	9.5%
Cheerleader Sponsor	5%
Dramatics (Two three-act or equivalent productions and ) large group speech)	9.5%
Extracurricular Band - Lead Instructor	11.5%
Extracurricular Band - Assistant Instructor	6%
Extracurricular Vocal Music	10%
FFA - Adult Farmer or Young Farmer	3%
FCCLA	3%
School Newspaper	7%
School Yearbook	7%
Selling tickets - outside events (per night)	\$35
Speech Director and Individual Speech	7.75%
Assistant Speech Director	5%
Student Council	3.5%
Summer band (21 day program, 20 days of lessons plus Sweet Corn Days preparation, alternating years between lead instructor and assistant. A workday is defined as 6.5 hours exclusive of noon period.)	11.5%
Summer driver training - .006 x base per student completed	

## ARTICLE VII

### SUPPLEMENTAL SALARY SCHEDULE (Continued)

1. Percentage is computed on the B.A. salary track and considering experience, except for driver training, e.g. beginning basketball coach will multiply 13.5% times the B.A. track salary. The advanced educational tracks will not be used to compute extracurricular pay.
2. If a new position shall be established, salary for said position shall be negotiated between the board and the C.E.A.
3. Should staff reduction result in any of the above positions not being filled, and the board desires to maintain such filled positions, the board shall have the absolute right to assign such jobs to any employee except the section shall not apply to summer baseball, summer softball and driver training.
4. In the case of reduction as a result of the elimination of any position on the supplemental salary schedule, administrative discretion shall prevail.



ARTICLE VIII  
VACATIONS AND HOLIDAYS

Vacations

Thanksgiving vacation shall begin at 2:30 p.m. on the Wednesday before Thanksgiving and continue through the Sunday following Thanksgiving.

Christmas vacation shall be as shown on the school calendar adopted by the school board.

Spring Break shall begin at 2:30 on the Thursday preceding Easter and continue through the Tuesday following Easter Sunday. The Monday and Tuesday may be used as make-up if mutually agreed upon by the CEA and the School Board.

Holidays

The regular and extended contract of employees shall include six (6) paid holidays. Such holidays include Labor Day, Thanksgiving, Christmas Day, New Years Day, Good Friday and Memorial Day.

Condition

No employee shall be required to perform duties on any of the above days.

Any student participating under the direction of the teacher on one of the above days would be covered by the school in case of accident.

## ARTICLE IX

### INSURANCE

The employer and the employees agree that the specifications and the carrier of all insurance programs shall be determined by the employer in its discretion; however, the association may submit recommendations regarding same to the superintendent.

1. Long-term Disability

The employer and the employees agree that the employer will provide each employee long-term disability insurance.

2. Health/Major Medical and Dental

The employer shall provide hospitalization and major medical insurance coverage for the employees covered by this Agreement and their dependents.

A maximum of \$875.00 per month will be paid by the employer for this coverage for 2005-2006, \$950 for 2006-2007.

For those full-time employees who take the single coverage, but not the full family coverage, an amount equal to 86% (eighty-six percent) of the excess of the contract insurance allowance over the single premium will be paid to the employee not desiring dependent coverage. By individual employee's choice, this amount can be either cash or TSA.

A maximum of \$30.00 per month will be paid by the employer toward dental insurance for the employees covered by this Agreement for 2005-2006 and 2006-2007. For those full-time employees who take the single coverage, but not the full family coverage, an amount equal to 86% (eighty-six percent) of the excess of the contract insurance allowance over the single premium will be paid to the employee not desiring dependent coverage. By individual employee's choice, this amount can be either cash or TSA. If this 86% (eighty-six percent) figure is less than \$1.00 per month the District will not be required to make this cash payment.

Any portion of the coverage which is not paid by the employer is to be paid by the employee and deducted from the monthly compensation for services.

The balance of any health or dental premiums may be paid, at the employee's option, prior to withholding of taxes subject to the employer's salary reduction plan and tax laws.

3. Part-time employees will have their district contribution prorated based on their F.T.E. (Part-time employees must be at least half-time to be entitled to insurance.)

## ARTICLE X LEAVES

Paid leave will be granted in one-half (1/2) day increments.

### 1. Sick Leave -

Teachers are granted leave on the following plan:

		Accumulated
First year of employment		10 days
Second year of employment	11 days	21 days
Third year of employment	12 days	33 days
Fourth year of employment	13 days	46 days
Fifth year of employment	14 days	60 days
Sixth and subsequent years of employment	15 days	75 days

Sick leave may be accumulated to a total of one hundred twenty (120) days and may be used for the actual sickness of the school employee when an employee is absent during the work day because of an illness, quarantine, injury or physical or mental disability of the employee. Sick leave does not include such an absence for routine medical, eye, dental, chiropractic or like checkups. Personal business leave may be taken for the latter absences, subject to compliance with Article X Section 3.

A. Additional days will be classified as personal leave.

B. Extended Sick Leave: A unit member who is unable to work because of personal illness or disability and who has exhausted all accumulated sick and personal leave may be granted extended sick leave upon the following conditions: The unit member's attending physician shall submit in writing to the superintendent of schools a statement attesting to the fact the member is unable to perform his/her contractual duties, the reason therefore, and the approximate length of said illness or disability. The board shall grant extended sick leave without pay for the duration of the illness or disability or until the end of the school year whichever comes first. The board shall review the employee's employment status for the ensuing school year.

If the employee is unable to perform the contractual duties, the district's share of the insurance program agreed upon by the Master Contract will terminate thirty (30) days after termination of the employee's contract or on June 30 of the current year whichever comes first.

### 2. Bereavement Leave -

Teachers are granted leave on the following plan:

Husband, wife, child, mother or father ----- 5 days

Brother, sister, brother-in-law, sister-in-law, father-in-law,  
mother-in-law, son-in-law, or daughter-in-law 3 days

Grandparent, grandchildren, uncle, aunt, first cousin, nephew, or niece ----- 1 day  
(Includes in-laws)

A second day will be granted if distance requires additional time.

Bereavement for distant relatives or friends will be personal leave. If a staff member has used his/her personal leave they may take extended personal leave by paying the cost of the substitute.

This leave is for each occasion and is not accumulative. Days used will not be charged against sick leave. Additional days will be classified as personal leave.

3. Personal Business Leave -

The board will grant three (3) days leave with full pay each year for personal use deemed necessary by the employee. Personal leave will not be permitted for the day prior to or following a holiday or vacation period, used during the last four weeks of school, or on days of scheduled parent-teacher conferences. In the K-6 classification, the first two (2) teachers to notify the principal, in writing, of their intention to take personal leave shall be entitled to such leave for that day. In the 7-12 classification, the first three (3) teachers to notify the principal, in writing, of their intention to take personal leave shall be entitled to such leave for that day. Such notification shall be given twenty-four (24) hours in advance except in case of emergency in which event a teacher who has not given prior notification may take personal leave provided he or she filed an accurate report of absence immediately upon returning to work. Each employee must sign his or her own card. Those employees that are in both classifications shall be considered in the 7-12 classification in regards to personal business leave.

On days personal leave is not permitted under this provision, emergency leave may be granted at the sole discretion of the Superintendent. Such emergency leave shall be charged against the employee's personal leave and the decision of the Superintendent shall not be grievable.

The personal leave may be accumulated to a maximum of six (6) days. Of the six possible accumulated personal leave days, only three of these days may be used on a consecutive basis. If additional days are needed it requires superintendent approval and that decision is not grievable.

4. Association Leave -

The Employer agrees to provide four (4) working days for Association leave, with full salary paid by said Employer and with the cost of the substitute or substitutes paid by the Employer. There will be no expenses paid for personnel on association leave.

5. Professional Leave -

Personnel may be excused from their assigned duties without loss of pay and with substitute provided by the Employer when, at the request of the Employer, they represent the Employer at a meeting related to their professional area. Expenses will be paid by the employer for professional leave, however, meals will be reimbursed only if overnight travel is involved.

Application for permission to attend such meetings must be in writing to the Superintendent of Schools.

In addition to the above, Employees may request leave for meetings or activities related to their professional area with the payment of expenses to be determined at the sole discretion of the Superintendent. This decision of the Superintendent shall not be subject to grievance procedure under this contract.

6. Extended Leaves of Absence (Unpaid) -

Leave of absence for given reasons (college work, illness, injury, etc.) may be granted with board approval.

Each leave of absence is granted for a period of time not to exceed one year from the first day of absence. Employee will be returned to his/her original position or one mutually agreed to. Leave of absence may be renewed at the discretion of the Employer.

7. Personnel will be excused from their assigned duties without loss of pay when they serve on jury duty; however, they shall remit jury fees to the District.
8. Disability Leave Related to Pregnancy -  
Female employees disabled by pregnancy shall be granted leave. Disability shall be determined by the employee's physician in a written statement to the Central Community Schools. Such disability will be charged to the accumulated sick leave of the employee and may not exceed six (6) calendar weeks for normal pregnancy and delivery. The doctor may file a statement that the employee's condition is not satisfactory to assume full responsibility after six weeks and then additional sick leave may be granted.

9. Parental Leave -  
The father of the child is also eligible to use two (2) paid parental leave days at the time of birth.

The mother and father of the child are eligible to use two (2) paid parental leave days at the time of adoption.

10. Family Leave  
Employees are allowed to use up to three days to be taken from an employee's accumulated sick leave, which would be used for the care of immediate family. Immediate family would include, spouse, children, stepchildren, parents, stepparents, and in-laws. Other family situations may be addressed with the superintendent. The superintendent's decision is not grievable.

## ARTICLE XI

### REDUCTION OF CERTIFIED PROFESSIONAL STAFF

#### A. Authority

The authority for determining numbers and assignment of staff and class size rests exclusively with the School Board.

#### B. Definition

When the contracts of one or more teachers are to be terminated because of change in the size or nature of student population, unavoidable budgetary limitations, or other factors seriously affecting the overall operation of the school system, those teachers in the professional categories affected and with least seniority in the school district shall have their contracts terminated by the following order of procedures:

1. Attrition (normal turnover due to retirement, resignation, transfer, etc.)
2. All non-certified teachers
3. Seniority as used in this Agreement shall mean an employee's years of professional employment with the Central Community Schools. For determining seniority, a year of experience outside the school district shall be counted as one-half (1/2) year. Two and one-half years outside credit is the maximum credit allowed. For example:
  - a. A person with four years experience outside the district shall be allowed two years of seniority credit. A person with six years experience is allowed two and one-half years as the maximum credit.
  - b. A person has ten years experience teaching that includes six years at a school other than Central Community and four years at Central Community. Computation is as follows: Half credit of the six years, but not to exceed two and one-half years plus four years of credit at Central for a total of six and one-half years of seniority.

In the case of a tie, the person with the most semesters of experience in the Central Community system shall be determined senior. If a tie still exists, the discretion of the administration shall prevail. Leaves of absence will not be counted as years of professional employment.

4. In the event an employee would be reduced under the above provisions, the less senior employee shall be reduced. He or she may bump another employee in another classification provided that the first employee is fully certified and endorsed in the other classification and has taught at least one full year in the Central Community School District in that position. The employer may bypass an employee, regardless of his or her seniority, to retain an employee who is certified to teach a specific subject and for which no other employee is certified to teach.

Reduction shall be made within the following classifications:

- a. Grades Kindergarten through six
  1. Regular classroom, Chapter I, and TAG Coordinator
  2. Physical Education
  3. Special Education

- b. Grades 7 through 12 within subject area and employee must meet state licensure guidelines

1. Agriculture
2. Business Education
3. Foreign Language
4. Guidance
5. Home Economics
6. Industrial Arts
7. Language Arts and Chapter I
8. Mathematics
9. Physical Education
10. Safety and Driver Education
11. Science
12. Social Studies
13. Special Education

For example: When reducing the English department, a reduction notice is sent to the English teacher with the lowest seniority in the department.

- c. Grades Kindergarten through 12 within subject area.

1. Library
2. Art
3. Music

An employee who is notified of a full or partial reduction in a curriculum area will have the right to displace correspondingly any less senior employee whose teaching position he or she is certified (as defined above) to perform, and has taught in that area at least one full year at Central. Written notice of intent to exercise this right must be given to the Superintendent with a copy to the Association within five (5) days after an employee is notified of reduction. Within five (5) days after the employee gives such notification, the Superintendent will notify the less senior employee that he/she is to be displaced.

An employee who is to be displaced pursuant to this Section will have the same displacement rights vis-a-vis less senior employees as an employee who is to be laid off pursuant to the preceding paragraph.

C. Reemployment

A teacher with less than two years experience whose contract is terminated pursuant to this policy will have the opportunity to interview existing vacancies in the area of his/her qualification for one year from the effective date of his/her termination.

Any teacher with more than two years of satisfactory teaching experience whose contract is terminated pursuant to this policy shall be recalled to the professional category he/she was in immediately prior to said termination. The following schedule will prevail: three years experience - three years recall right; four years experience - four years recall right; five or more years of experience - five years recall right. During said period a teacher will receive one vacancy notification sent by certified mail (with return receipt). A teacher not replying within fifteen (15) calendar days from date of mailing will not be considered for further reemployment under this policy. However, if notification is undeliverable, the teacher will have waived reemployment rights for said vacancy only. A teacher under contract to another employer when the vacancy notification is received should reply to the personnel office stating his/her contractual status if he/she wishes to continue his/her reemployment rights under this policy.

Also during the said period, it is the responsibility of the teacher desiring reemployment to appraise the Administration of his/her qualifications in other professional categories. Such teacher will be granted an interview before such position is offered to any teacher with less seniority who does not have reemployment rights to that professional category.

D. Notification

The Administration shall send written notice to any teacher affected by reduction as early as possible, but no later than the date set by law. The administration also shall provide written notice to the Central Education Association listing the tentative number of teachers involved in the reduction and the levels of curriculum areas affected by such reduction by the date set by law.

E. Benefits

Experience credit will accrue between termination pursuant to this policy and reemployment only if the individual concerned is actively engaged in full-time teaching in a state accredited school. Fringe benefits will not accrue between termination pursuant to this policy and reemployment. Sick leave accrued prior to reduction will be maintained. The teacher will be placed on the experience step as earned and will receive fringe benefits negotiated for the year of reemployment.

F. Waiving Reemployment

Teachers may waive in writing the reemployment rights provided by this policy.



ARTICLE XII  
HEALTH PROVISIONS

Physical Fitness

All employees of the Employer who have classroom assignments or otherwise have direct contact with students, as determined by the Employer, shall meet the legal requirements of freedom from tuberculosis. The school nurse will administer the tuberculosis test at no charge to the employee.

## ARTICLE XIII SAFETY PROVISIONS

### Employee Equipment

Each employee will be provided with a desk and a storage area. Lockable storage facilities will be provided whenever possible.

### Protective Devices

Those employees who, as part of their assigned duties, must conduct or be present in shop, art or laboratory classes, shall wear safety equipment provided by the Employer. Such equipment shall be worn in a proper manner by the employee.

### Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

### Protection of Employees

Nothing in this article or entire contract shall be intended to limit or restrict the actions of an employee who is acting within the scope of his/her employment in the defense of his/her person or other persons or property from non-aggravated assaults or injury.

Nor shall this article or any other provision of the entire contract be construed as a condonation of unlawful or tortuous conduct on the part of an employee or the employer.

Employer and employee agree to provide whatever cooperation is reasonably necessary either in the investigation by the lawful authorities of the State of Iowa or a private investigation on behalf of the employee of the Association of alleged incidents involving tortuous and/or illegal conduct.

Employer and employee agree that the operation of an effective educational system requires the mutual assurance of public support for the actions of the other. Provide, however, both employer and employee agree that each are not bound to give support to the other when in the determination of either the employer or employee the other party appears to have engaged in illegal or unwarranted tortuous conduct.

### Reporting Assaults

Employee shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police. Such notification shall be immediately forwarded to the President of the Association and to the Superintendent. The Superintendent shall act as a liaison between the employee, the police and the Courts.

### Bomb Threats

In all cases where a school official is notified of a bomb threat, the affected building or buildings shall be closed by the Superintendent and all students evacuated until such time as a thorough search reveals the bomb or the lack thereof. No employee shall be asked or required to search for a bomb.

## ARTICLE XIV EMPLOYEE EVALUATION

All regular employees shall be formally evaluated on their performance of assigned duties a minimum of twice each school year during their first three years of employment. Employees in their fourth and fifth consecutive years of service shall be formally evaluated on their performance of assigned duties a minimum of once during each school year. Beyond the fifth year of service, each employee shall be formally evaluated on their performance of assigned duties as deemed practical and possible by the Administration.

Within five (5) weeks after the beginning of each contract year, the employer shall acquaint each employee with the evaluation procedures, standards and instruments, and advise each employee as to the supervisor(s) who will evaluate his/her performance. The purpose of this orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.

A new employee shall be apprised of the above evaluation procedures within five (5) weeks of the first day of the new assignments.

Results of the formal evaluations provided for in the above shall be in writing, preceded by an on-the-job evaluation of the employee's performance. All formal evaluations of an employee shall be conducted with the full knowledge of the employee.

Nothing herein, however, shall be construed to limit the use by the employer of any evaluation under this article for those purposes authorized by Chapter 279 of the Code of Iowa, as amended.

The evaluator shall have a meeting with the employee within twenty (20) school days following the on-the-job evaluation and prior to submission of the written evaluation report to the administrator or his/her designee. In the meeting the evaluator shall provide the employee in writing with the following:

1. The evaluator shall report all deficiencies of an employee to the administration in writing.
2. In the event the evaluator cites deficiencies to an employee, the evaluator shall suggest what the employee may do, in the opinion of the evaluator, to correct those deficiencies.
3. An employee shall be given six (6) weeks to correct deficiencies cited in an evaluation report.
4. If the employee has not corrected cited deficiencies within six (6) weeks from the date such employee was informed of those deficiencies in writing, the employee and the evaluator shall meet again and the employee shall be re-evaluated under the procedures of this article, provided, however, that the provisions of three (3) above shall not apply to such re-evaluation.
5. Re-evaluation - The purpose of the re-evaluation shall be to determine alternative methods of correcting the employee's deficiencies. If the evaluator determines that more time is needed to correct the deficiencies or additional college training is needed, the employee shall be granted a period of time up to one year to obtain such training.

A copy of the written evaluation shall be signed by both parties and given to the employee. The employee's signature does not necessarily indicate agreement with the evaluation but rather awareness of the content.

The employee shall have the right to submit a response for inclusion in his/her personnel file or other written statement regarding any evaluation. The file copy of such response shall be signed by both parties to indicate awareness of content.

Each employee shall have the right to review the contents of his/her personnel file. No separate file shall be kept which is not available to the employee's inspection.

Any complaints directed toward an employee which are placed in his/her personnel file are to be promptly called to the employee's attention in writing.

The employee shall have the right to reproduce, at the employee's expense, any of the contents in his/her file.

The fairness and accuracy of such evaluation may be appealed to the Superintendent, who shall make a final disposition of the appeal.

The fairness and accuracy of such evaluation more than three years old may be appealed to the Superintendent, who shall make a final disposition of the appeal.

In any proceeding in which the employer attempts to use the evaluation to justify adverse action against a teacher, including but not limited to suspension, termination, layoff, placement on probation, or failure to grant salary advancement, the teacher or the association as the teacher's representative may challenge the fairness or accuracy of such evaluation.

The parties agree that evaluation criteria and procedures will be open to the negotiations process at the request of either party.

## ARTICLE XV

### TRANSFERS

#### Section 1. Voluntary Transfers

Description of transfer: The movement of an employee from one building to another shall be considered a transfer.

A. Notification

The Superintendent shall forward to the President of the C.E.A. a list of the teaching vacancies which occur during the school year and for the following school year upon knowledge of vacancies.

B. Filing Requests

Any employee possessing the necessary certification may apply to the Superintendent for a voluntary transfer to another building. Applications shall be in writing and shall name the transfer for which the applicant wishes consideration.

C. The granting of such transfer will be based upon the needs of the school district as determined by the Administration in its sole discretion and such decision by the Administration shall not be subject to "Grievance" as set out hereinbefore.

D. Applications shall not carry over from one opportunity to transfer to another.

#### Section 2. Involuntary Transfers

Notice of an involuntary transfer shall be given in writing to the affected employee as soon as possible.

ARTICLE XVI  
WORK DAY/INSERVICE

A minimum of one day during pre-school workshop, which will be the last day of workshop unless mutually agreed upon to alter, and one-half of the day between semesters will be reserved for staff to work in their rooms. If the day between semesters is used for snow make-up, then staff work time would be after 1:30 p.m.

Part-time teachers shall be paid \$25.00 an hour for inservice time if not covered in the contract for part-time teachers.

Professional Development Days: If the component of Iowa's Student Achievement and Teacher Quality Act of 2001 is not changed to eliminate the two additional days of professional development, the Central District and the Central Education Association agree to the following:

- A. If during the 2002 legislative session there is additional money allocated for two additional days of professional development, the parties will meet and bargain about how to distribute the money.
- B. If no additional money is allocated, the parties agree to use two present work days normally set aside in February and May for professional development. This would result in parent-teacher conferences being held from 2:00 p.m. to 6:00 p.m. some day in February and the elimination of check out day at the end of the school year.

## ARTICLE XVII

### DURATION, SEVERABILITY, FINALITY, MODIFICATION

1. Duration

This agreement shall remain in full force and effect for a period of two (2) year commencing on July 1, 2005, and continuing through June 30, 2007.

2. Severability

If any provision of this agreement is determined contrary to law or public policy, then such provision shall not be valid and all other provisions of this agreement shall remain in full force and effect and shall be so interpreted and implemented.

3. Contract Modifications

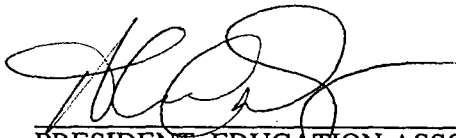
Modification contract agreements (salary and benefits) shall be null and void and the terms of the continuing contract covering the current school year will prevail for the ensuing year unless this modification contract agreement is signed and returned to the central business office by the date stated on the modification agreement. You will have a minimum of twenty-one days for approval of modifications or resignation of your contract.

4. Finality and Modification

This agreement contains the entire agreement between the parties, and concludes collective bargaining for its term, except as provided here. This agreement may not be modified in any way unless consented thereto in writing by all parties to this agreement.

DATED THIS 11th DAY OF April, 2005.

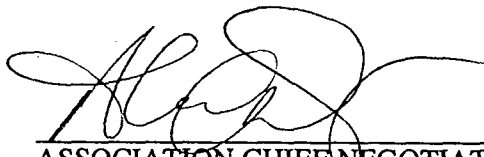
In witness whereof, the parties have executed this agreement on such date as follows:



PRESIDENT, EDUCATION ASSOCIATION  
Alex Dyer



PRESIDENT, BOARD OF EDUCATION  
Chris Grau



ASSOCIATION CHIEF NEGOTIATOR  
Alex Dyer



BOARD CHIEF NEGOTIATOR  
Brian Rodenberg, Superintendent